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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION V

IN THE MATTER OF:

SUMMIT NATIONAL LIQUID SER-  
VICES, Deerfield, Ohio

US EPA Docket No. V-W-89-C-022

Proceeding Under Section 122  
(g)(4) of the Comprehensive  
Environmental Response, Com-  
pensation, and Liability Act  
of 1980, as amended, 42 U.S.C.  
Section 9622(g)(4)

ADMINISTRATIVE ORDER  
ON CONSENT --  
DE MINIMIS SETTLEMENT

I. JURISDICTION

This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by § 122(g)(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), Pub. L. No. 99-499, 42 U.S.C. § 9622(g)(4), to reach settlements in actions under §§ 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987) and further delegated to the Regional Administrators of the EPA by Delegation No. 14-14-E (Sept. 13, 1987).

This Administrative Order on Consent is issued to the persons identified in Appendix 1 ("Respondents"). EPA and the Respondents agree that the actions undertaken by the Respondents in accordance with this Consent Order do not constitute an admission of any

liability by any Respondent. The Respondents do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Findings of Fact or Determinations contained in this Consent Order. Respondents agree not to contest the jurisdiction of the U.S. EPA to issue or enforce this Consent Order, in any action taken to enforce this Consent Order. Each Respondent agrees to undertake all actions required by the terms and conditions of this Administrative Order on Consent.

## II. DEFINITIONS

Whenever the following terms are used in this Consent Order or the Appendices attached hereto, the following definitions specified in this Paragraph shall apply:

A. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1985 ("SARA"), 42 U.S.C. 9601 et seq.

B. "EPA" means the United States Environmental Protection Agency.

C. "Facility" means the "facility" as that term is defined at § 101(9) of CERCLA, 42 U.S.C. § 9601(9), where treatment, storage and disposal of hazardous substances were conducted by Donald Georgeoff and Summit National Services or Summit National Liquid Services, located in Deerfield, Summit Township, Ohio at the intersection of State Route 224 and U.S. Route 225, and shall include areas adjacent to the property which may contain contaminated

soil, sediments or groundwater emanating from the operations at the site.

D. "Hazardous substance" shall have the meaning provided in § 101(14) of CERCLA, 42 U.S.C. § 9601(14).

E. "Non-Settling Parties" means any Potentially Responsible Party offered the opportunity to take part in this settlement but who has declined or refused to do so.

F. "National Contingency Plan" shall be used as that term is used in § 105 of CERCLA, 42 U.S.C. § 9605.

G. "Parties" mean the United States Environmental Protection Agency and Respondents.

H. "Potentially Responsible Party" or "PRP" shall mean all persons, as that term is defined in § 101(21) of CERCLA, 42 U.S.C. § 9601(21), who are potentially liable to the United States or to other parties for payment of response costs or subject to injunctive relief under §§ 104, 106 and/or 107 of CERCLA with respect to the Summit National Facility.

I. "Record of Decision" or "ROD" means the Record of Decision issued by EPA on June 30, 1988.

J. "Remedial Action Plan" or "RAP" means the plan for implementation of the remedial design, remedial action, and operation and maintenance of the remedial action at the Facility.

K. "Respondents" means those parties other than the United States Environmental Protection Agency who sign this Consent Order, and who are listed in Appendix 1, which Appendix is incorporated into this Consent Order by reference.

L. "Response Costs" means any costs incurred by EPA pursuant to 42 U.S.C. § 9601, et seq.

### III. STATEMENT OF FACTS

1. The Summit National Facility is located at the intersections of State Route 224 and U.S. 225, occupying an area of approximately 11.5 acres. The site was originally a coal strip mine, with tipples and coal piles and a coal washing pond. The Facility was acquired in 1973 by Summit National Liquid Services, which obtained a permit to operate an incinerator from the State of Ohio. The owner/operator began accepting hazardous substances from many industrial sources, including Respondents, and over time accumulated on site a substantial volume of partially treated and untreated hazardous substances. Much of the waste was located in the "polymer pit," an open-topped concrete block tank from which waste was spilled onto the ground. Other wastes were stored in tanks and drums, many of which leaked all or part of their contents onto the ground. High concentrations of hazardous substances have been detected in soil, sediments and groundwater on and off the Facility, and such wastes have also been detected in surface water on the Facility.

2. EPA, pursuant to § 105 of CERCLA, 42 U.S.C. § 9605, placed the Summit National Facility on the National Priorities List, which is set forth at 40 CFR Part 300, by publication in the Federal Register on September 30, 1983.

3. Hazardous substances within the definition of § 101(14)

of CERCLA, 42 U.S.C. § 9601(14), have been or are threatened to be released into the environment at or from the Facility.

4. As a result of the release or threatened release of hazardous substances into the environment, EPA has undertaken response action at the Facility under § 104 of CERCLA, 42 U.S.C. § 9604, and will undertake further response action in the future.

5. Federal action was taken in September 1979 under § 311 of the Clean Water Act which resulted in the immediate removal of a tank containing hexachlorocyclopentadiene, or C-56.

6. Pursuant to 40 C.F.R. § 300.68, the EPA in the Fall of 1984 commenced a two-phased Remedial Investigation and Feasibility Study ("RI/FS") for the Facility. EPA completed the RI in March of 1988. The FS, which contains a proposed plan for remedial actions at this Facility, was completed approximately 30 days after the issuance of the RI.

7. A ROD was completed and signed on June 30, 1988.

8. In February 1988, EPA ordered certain PRPs to take response actions to halt releases and further threats of releases at and from the Facility, pursuant to § 106(a) of CERCLA, 42 U.S.C. § 9606(a). Many of the PRPs responded by reimbursing EPA \$277,565 of its response costs, after EPA proceeded to perform the response action.

9. In performing its response actions at the Facility, as of July 1, 1988, EPA has incurred \$2,120,000 in response costs, exclusive of interest, not including the response costs identified in Paragraph 8 above. The Respondents are liable for the payment

of the unreimbursed costs. In addition, EPA will continue to incur response costs at or in connection with the Facility, for design and construction of the remedial action selected in the ROD, or for oversight of the design and implementation of the remedial action if such response action is performed by all or some of the remaining potentially responsible parties.

10. Information currently available to EPA indicates that each Respondent listed in Appendix I to this Consent Order, which is incorporated herein by reference, arranged by contract, agreement or otherwise for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, at the Facility, of hazardous substances owned or possessed by them, or accepted such hazardous substances for transport for disposal or treatment at the Facility.

11. Information currently available to EPA indicates that the amount of hazardous substances contributed to the Facility by each Respondent does not exceed 0.2 percent of the hazardous substances delivered to the Facility, and that the toxic or other hazardous effects of the substances contributed by each Respondent to the Facility do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Facility. Each Respondent has certified that the waste it contributed to the Facility is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, which is incorporated by reference herein.

12. In evaluating the settlement embodied in this Consent Order, EPA has considered the potential cost of remediating contamination at or in connection with the Facility, taking into account possible cost overruns in completing the remedial action and possible future costs if the remedial action is not protective of public health or the environment. Total projected response costs related to the Summit National Facility will exceed the sum of \$500,000, and according to EPA estimates, based upon currently available information, will be approximately \$104 million. This amount includes past response costs, costs of design and construction of the remedial action, and oversight of performance of the remedy. This amount also reflects a premium to insure that each Respondent's contribution to this settlement will cover unexpected and unanticipated increases in costs due to conditions experienced at the Facility in performance of the remedy.

13. The total of all payments required to be made by each Respondent pursuant to this Consent Order are a minor portion, approximately three percent, of the total response costs at the Facility.

14. EPA has identified persons other than the Respondents who owned or operated the Facility, or who arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such person at the Facility, or who accepted a hazardous substance for transport to the Facility. EPA has considered the nature of its

case against these non-settling parties in evaluating the settlement embodied in this Consent Order.

15. The United States, U.S. EPA and the State of Ohio have been negotiating, pursuant to the provisions of § 122(d) of CERCLA, 42 U.S.C. § 9622(d), with major PRP contributors of hazardous substances to the Facility, seeking an agreement regarding performance of final remedial action at the Summit National Facility. U.S. EPA anticipates that any settlement resulting from the negotiations will include a Covenant Not To Sue by the major PRPs in that settlement for the benefit of the Respondents to this Consent Order.

16. Pursuant to § 122(g)(4), this settlement requires concurrence of the United States Department of Justice. This concurrence has been obtained, and notice of this settlement will be given to the public and to the State of Ohio.

17. The State of Ohio has been involved in litigation in State and Federal court with many of the Respondents and other PRPs, under claims made subject to provision of CERCLA and state law, since 1981. The State has entered into settlements with a number of the PRPs, including several Respondents. These settlements resulted in removal, in 1981 and 1982, of hazardous substances contained in approximately 13,000 drums, the "polymer pit," and several above-ground tanks from the Facility, and recovery by the State of Ohio of additional response costs from the PRPs.



#### IV. STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of the Parties are:

A. To reach a final settlement with large numbers of the de minimis parties in this case which allows them to settle their potential liability for response costs which EPA has incurred or may incur at the Facility, to the extent that these liabilities can be determined at this stage of the enforcement action; thereby avoiding difficult, prolonged and complicated litigation among EPA, the settling Respondents, and other PRPs not participating in this settlement; and

B. To simplify subsequent negotiations or litigation concerning the Summit National Facility by eliminating a substantial number of parties from further involvement in the case, while raising revenues from settlements with the Respondents to be applied to EPA's past, present and future response costs associated with this Facility.

#### V. DETERMINATIONS

Based upon the Findings of Fact set forth above and on the administrative record for this Facility, EPA made the determinations enumerated below.

1. The Summit National Liquid Services Facility is a "facility" as that term is defined in § 101(9) of CERCLA, 42 U.S.C. § 9601(9).

2. Each Respondent is a "person" as that term is defined in § 101(21) of CERCLA, 42 U.S.C. § 9601(21).

3. Each Respondent is a potentially responsible party (PRP) within the meaning of §§ 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1).

4. The past, present or future migration of hazardous substances from the Facility constitutes an actual or threatened "release" as that term is defined in § 101(22) of CERCLA, 42 U.S.C. § 9601(22).

5. Prompt settlement with the Respondents is practicable and in the public interest, consistent with 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

6. This Consent Order involves only a minor portion, approximately three percent, of the total response costs at the Facility with respect to each Respondent, pursuant to § 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), and each Respondent's share as currently calculated is approximately 0.2 percent or less of the total response costs based on its volume of contribution to the Facility.

7. According to information currently available to the U.S. EPA, the amount of hazardous substances contributed to the Facility by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Facility by each Respondent are minimal in comparison to other hazardous substances at the Facility, consistent with the requirements of § 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

8. It is appropriate that each Respondent, on payment of the amount specified in this Section and the attached Appendix, shall receive contribution protection against claims of non-settling PRPs, consistent with the provisions of § 122(g)(5) of SARA, 42 U.S.C. § 9622(g)(5).

9. The EPA recognizes that the claims of the State of Ohio for reimbursement of its response costs and for damages to natural resources and under State law, are not claims for contribution within the meaning of § 107 of CERCLA, 42 U.S.C. § 9607, and are not affected or compromised by this settlement, to which the State of Ohio is not a party.

#### VI. ORDER

Based upon the Administrative Record for this Facility and the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, it is hereby AGREED TO AND ORDERED:

##### A. PAYMENT

1. Each Respondent shall pay to the Hazardous Substance Superfund the amount set forth for that Respondent in Appendix I to this Consent Order, which is incorporated herein by reference, within 30 days of the effective date of this Consent Order.

2. The EPA recognizes that negotiations now in progress with non-de minimis potentially responsible parties may produce a settlement resulting in performance of some or major portions of the remaining response work at the Facility by those parties. In

the event that ~~no~~ settlement with other PRPs, the sum recovered under this Consent Order shall be applied to EPA's past costs.

3. Respondent has represented that it is unable to pay the amount specified in Attachment A in a single payment. The U.S. EPA has therefore determined that Respondent may discharge its obligation under this Agreement by payment in five (5) equal installments. The first installment shall be due within thirty (30) days of Respondent's receipt of the fully executed copy of this Consent Order, and each subsequent payment shall be due on the succeeding anniversary dates until all payment have been made. Interest shall accrue on the unpaid balance at the rate set forth in 42 U.S.C. Section 9607(a)(4), and accrued interest shall be paid with each installment. Each payment shall be made by certified or cashier's check made payable to "EPA-Hazardous Substance Superfund." Each check shall reference the site name, the name and address of the Respondent, and the EPA docket number for this action, and shall be sent to:

EPA Superfund  
Post Office Box #371003M  
Pittsburgh, Pennsylvania 15251

4. Each Respondent shall simultaneously send a copy of its check to:

Jonathan T. McPhee  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region V (5CS-3-TUB)  
230 South Dearborn Street  
Chicago, Illinois 60604

Basil G. Constantelos  
Director, Waste Management Division  
U.S. Environmental Protection Agency  
Region V  
230 S. Dearborn Street  
Chicago, Illinois 60604

**B. CIVIL PENALTIES**

In addition to any other remedies or sanctions available to EPA, any Respondent who fails or refuses to comply with any term or condition of this Consent Order shall be subject to a civil penalty of up to \$25,000 per day of such failure or refusal, pursuant to § 122(1) of CERCLA, 42 U.S.C. § 9622(1).

**C. CERTIFICATION OF RESPONDENTS**

Each Respondent certifies that, to the best of its knowledge and belief, it has provided to EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, generation, treatment, composition, characteristics, transportation, or disposal of hazardous substances at or in connection with the Facility, and that the information so provided accurately reflects the kind and quantity of hazardous substances delivered by it to the Facility or to another for transport to the Facility.

**D. COVENANT NOT TO SUE**

1. Subject to the reservations of rights in Section VI, Paragraph E, of this Consent Order, upon payment of the amounts specified in Section VI, Paragraph A. of this Consent Order, EPA covenants not to sue or to take any other civil judicial or

administrative action against any Respondent having made the required payment for "Covered Matters." "Covered Matters" shall include any and all civil liability for reimbursement of response costs, for damages to natural resources of which the United States is trustee, or for injunctive relief pursuant to §§ 104, 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9604, 9606 or 9607(a), or § 7003 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6973, with regard to the Facility. The United States Department of Justice has concurred in this covenant not to sue and agrees to be bound by its terms.

2. In consideration of EPA's covenant not to sue in Section VI, Paragraph D.1. of this Consent Order, the Respondents agree not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund arising out of Covered Matters, or to seek any other costs, damages, or attorney's fees from the United States arising out of response activities at the Facility.

3. The United States is negotiating with various major PRPs to resolve claims regarding performance of remedial design and construction work, and reimbursement of certain costs, with respect to the Facility through entry of a Consent Decree. If such negotiations are resolved by entry by the United States District Court for the Northern District of Ohio of such a Consent Decree within 120 days after the effective date of this Consent Order, and provided that such Consent Decree includes a covenant by the defendants therein not to initiate or maintain

any civil administrative or judicial action or proceeding asserting contribution claims against Respondents for any matters addressed in and arising from that Consent Decree, then in consideration of such defendant's covenant not to sue, Respondents covenant not to initiate or maintain any civil judicial or administrative action or proceeding asserting any contribution claims against parties to such Consent Decree for any response costs paid by Respondents under this Consent Order or for any matters addressed in and arising from this Consent Order.

**E. RESERVATION OF RIGHTS**

1. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, at law or in equity, which the United States, including EPA, may have against any of the Respondents for:

a) any liability as a result of failure to make the payment required by Paragraph A. of Section VI of this Consent Order; or

b) any matters not expressly included in Covered Matters.

2. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, to seek or obtain further relief from any Respondent hereto, and the covenant not to sue in Paragraph D. of Section VI of this Consent Order is null and void with respect to any Respondent, if:

a) information not currently known to EPA is discovered which indicates that such Respondent contributed hazardous substances to the Facility in such greater amount or of such greater toxic or other hazardous effects as to not qualify, in the determination of EPA, as a de minimis party for the Facility because the Respondent contributed hazardous substances to the Facility in amounts significantly in excess of those to which it has certified herein, as reflected in Appendix I, or is responsible for hazardous substances which contributed disproportionately beyond the character of such substances known by EPA prior to the execution of this Consent Order, to the cumulative toxic or other hazardous effects of the hazardous substances at the Facility;

b) such Respondent breaches one or more of the express warranties set out in Paragraph C. of Section VI above; or

c) such Respondent fails or refuses to make the payments required in Paragraph A. of Section VI above.

3. Nothing in this Consent Order is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States, including EPA, may have against any person, firm, corporation or other entity not a signatory to this Consent Order.

4. EPA and the Respondents agree that the actions undertaken by the Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent. The Respondents do not admit, and retain the right to



controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Findings of Fact or Determinations contained in this Consent Order.

F. CONTRIBUTION PROTECTION

1. Subject to the reservations of rights in Section VI, Paragraph E. of this Consent Order, EPA agrees that by entering into and carrying out the terms of this Consent Order, each Respondent will have resolved its liability to the United States for Covered Matters pursuant to § 122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5), and shall not be liable for claims for contribution for matters within the scope of contribution protection afforded by the provisions of § 122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5).

G. PARTIES BOUND

This Consent Order shall apply to and be binding upon the Respondents and their directors, officers, employees, agents, successors and assigns. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind legally the Respondent represented by him or her.

H. PUBLIC COMMENT

This Consent Order shall be subject to a thirty day public comment period pursuant to § 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with § 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

**I. ATTORNEY GENERAL APPROVAL**

The Attorney General or his designee has issued prior written approval of the settlement embodied in this Consent Order in accordance with § 122(g)(4) of SARA, 42 U.S.C. § 9622(b)(4). A copy of that approval is attached hereto and incorporated herein by reference.

**J. EFFECTIVE DATE**

The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section VI, Paragraph H. of this Consent Order has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

IT IS SO ORDERED.

U.S. Environmental Protection Agency  
Region V

By:

Valdas V. Adamkus  
Regional Administrator

\_\_\_\_\_  
Date

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT  
SIGNATURE PAGE

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

FIRM: \_\_\_\_\_

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

\_\_\_\_\_  
Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

\_\_\_\_\_  
FIRM:

\_\_\_\_\_  
Date

BY:

\_\_\_\_\_  
Title:

## ATTACHMENT A

**SUMMIT NATIONAL FACILITY  
POTENTIAL DE MINIMIS PARTIES**

POTENTIALLY RESPONSIBLE PARTIES	GALLONS	PER CENT	SHARE OF \$1,041,000.00
REYNOLDS METALS	19010	0.194	\$201.448
CALSON CORPORATION	17100	0.174	\$181.208
MANSFIELD INDUSTRIES, INC.	15917	0.167	\$168.671
BROWNING FERRIS INDUSTRIES OF PA	15000	0.153	\$158.954
HARSHAM CHEMICAL COMPANY	14326	0.146	\$151.812
DIAMOND SHAMROCK CORPORATION	13915	0.142	\$147.431
UNION PROCESS, INC.	13475	0.137	\$142.794
MANSFIELD GRAPHICS, INC.	13425	0.137	\$142.264
THE WARNER & SWASEY/ALLIED SIGNAL	9940	0.101	\$105.334
JOHNSON RUBBER COMPANY	9680	0.099	\$102.578
ALLEGHENY LUMBER INC. - CHEMTROL CORP.	9240	0.094	\$97.916
ELECTRA-PUMP SEWER COMPANY	9000	0.092	\$95.372
MOBIL OIL COMPANY	9000	0.092	\$95.372
NORTON COMPANY	8985	0.091	\$95.213
CHEMTROL ADHESIVES, INC.	8800	0.090	\$93.253
MATCO ALLIED EQUIPMENT	6261	0.064	\$66.347
WESTINGHOUSE	6000	0.061	\$63.582
JOHNSON STEEL & WIRE COMPANY	5714	0.058	\$60.551
UNISSCO, INC.	5000	0.051	\$52.985
CONTAINER CORPORATION OF AMERICA	4994	0.051	\$52.921
CHAMPION PLATING, INC.	4500	0.046	\$47.686
ATLANTIC RICHFIELD CORPORATION	4283	0.044	\$45.387
AMETEK, INC.	3905	0.040	\$41.381
EDGE INDUSTRIES, INC.	3850	0.039	\$40.798
JOHNSON & SESSIONS	3750	0.038	\$39.855
JOHNSON RUBBER COMPANY	3702	0.038	\$39.230
HUMBERT BROTHERS	3500	0.036	\$37.089
MONSANTO COMPANY	3415	0.035	\$36.189
SCHNELLER, INC.	3355	0.034	\$35.553
H.K. PORTER, INC.	3300	0.034	\$34.970
THE UNIVERSITY OF AKRON	3166	0.032	\$33.571
FERRIOT BROTHERS, INC.	2860	0.029	\$30.307
SMITHERS COMPANY	2805	0.029	\$29.724
DETREX CHEMICAL INDUSTRIES, INC.	2640	0.027	\$27.976
RPG INDUSTRIES	2500	0.025	\$26.492
UNION CARBIDE CORPORATION	2365	0.024	\$25.062
S.F. GOODRICH	2200	0.022	\$23.313
MEDINA PLATING COMPANY	2000	0.020	\$21.194
AKRON CITY HOSPITAL	1327	0.014	\$14.062
DEFT, INC. OF OHIO	1265	0.013	\$13.405
GENERAL ELECTRIC COMPANY	1210	0.012	\$12,822
ACRO TOOL & DIE COMPANY	1190	0.012	\$12,610
MAACO AUTO PAINTING	1028	0.010	\$10,894
R.C.A. RUBBER COMPANY	968	0.010	\$10,258
PARKER HANNIFIN CORPORATION	965	0.010	\$10,226
ST. THOMAS HOSPITAL	715	0.007	\$7.577
AKRON EQUIPMENT COMPANY	550	0.006	\$5.828
UNIVERSAL PLATING, INC.	450	0.005	\$4.769
CEILCOTE COMPANY INC./GENERAL SIGNAL IND.	275	0.003	\$2.914
PARCOCK AND WILCOX COMPANY	245	0.002	\$2.596
AKRON GENERAL MEDICAL CENTER	200	0.002	\$2,119
MTD PRODUCTS, INC.	200	0.002	\$2,119
	<u>283,479</u>	<u>2.889</u>	<u>\$3,004,007</u>

ATTACHMENT B

SUMMIT NATIONAL LIQUID SERVICES  
RESPONSE COST CALCULATIONS  
DE MINIMIS SETTLEMENT

CONSTRUCTION COSTS (WORST CASE)	\$45,000,000
PREMIUM MULTIPLIER	x <u>2.1333</u>
CONSTRUCTION COST BASE	\$96,000,000
PAST COSTS (NOT INCL. INTEREST)	+ \$ 2,000,000
FUTURE OVERSIGHT COSTS	+ <u>\$ 6,099,040</u>
COST BASE FOR DE MINIMIS SETTLEMENT	\$104,099,040

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

  
\_\_\_\_\_  
FIRM:

BECTON DICKINSON AND COMPANY

✓ BY:

\_\_\_\_\_  
Decemger 16, 1988

Date

\_\_\_\_\_  
President, Edmont Division

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

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SMITHERS-OASIS COMPANY

FIRM:

11/25/88  
Date

BY:

William C. Klein  
Title: Vice President-Finance



SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

UNION CARBIDE CORPORATION

NOVEMBER 15, 1988

FIRM:

Date

BY:

pxt *ZC Way*

VICE PRESIDENT

FINANCE & STRATEGIC PROJECTS

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

Universal Plating, Inc.  
FIRM:

December 11, 1988  
Date

BY:

Jerome R. Meltzer Pres.  
Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in <sup>Attachment B</sup> Appendix-1, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

THE UNIVERSITY OF AKRON

November 22, 1988

FIRM:

Date

BY:

Darryl Bierzy  
Darryl Bierzy

Its Vice President for Business & Finance

Title:

Office of Legal Affairs  
The University of Akron

*Reviewed and Approved for  
Legal Form and Sufficiency*

By [Signature]

Date 11/22/88 File

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

ALLIED-SIGNAL INC. (for itself and  
on behalf of The Warner & Swasey Company)

November 22, 1988

FIRM: \_\_\_\_\_

Date

BY: 

Frederic M. Poses

Executive VP, President Engineered Materials

Title: \_\_\_\_\_

*1/22/88  
a. 1000  
2. Signal  
1. new Dept.  
PJK*

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

AKRON CITY HOSPITAL

FIRM:

December 9, 1988

Date

BY:



Vice President/General Services

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

AKRON EQUIPMENT COMPANY

FIRM:

December 1, 1988

Date

BY: TIMOTHY G. IRELAND

Timothy G. Ireland

Title:

Secretary

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

Akron General Medical Center  
FIRM:

October 25, 1988  
Date

BY: Michael A. Albert

President  
Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

AMETEK Inc.  
FIRM:

10/28/88  
Date

BY:

Neal G. Stark  
Neal G. Stark  
Neal R. Stark

Title:

Vice President



SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

Allegheny International, Inc.

January 30, 1989

FIRM:

Date

BY:

*S.H. Iapalucci*  
Samuel H. Iapalucci

Vice President and Treasurer

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

Atlantic Richfield Company

FIRM:

12/20/88  
Date

BY:

*John A. Miller*

Manager  
Superfund

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

*M.B.F. Fordrich Company*  
FIRM:

*16 November 88*  
Date

*B.J.*  
BY:

*Jim V. Hicken*  
Title: *Sr. Vice President*

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount \* shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

The Babcock & Wilcox Company

FIRM:

Oct. 22, 1988  
Date

BY:

*E. H. Hume*

Title: Vice President, Research and Development  
Division & Contract Research Division

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

 CALGON CORPORATION

FIRM:

BY:

  
F. X. McDermott

President  
Calgon Corporation

Title:

January 4, 1989  
Date

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

Ceilmote Company Inc./General Signal  
FIRM: Ind.

January 4, 1989  
Date

BY:

Title:

JR Kauter

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

CHAMPION PLATING, INC.

SEPTEMBER 28, 1989

FIRM:

Date

BY:

William B. Smith 9/17

Title:

20

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

FIRM:

Leff Inc

Date

Oct 21, 1988

BY:

Richard A. Diamond

Title:

President



SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

DETREX CORPORATION

FIRM:

JANUARY 9, 1989

Date

BY:

Issa H. Shamiyeh  
ISSA H. SHAMIYEH

RISK MANAGEMENT DIRECTOR

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

OCCIDENTAL CHEMICAL CORPORATION  
(as successor to Occidental Electro-  
chemicals Corporation, formerly Diamond  
Shamrock Chemicals Company, formerly  
Diamond Shamrock Corporation)

November 15, 1988  
Date

By:


Name:

Title:

Michael A. Rudick  
Michael A. Rudick  
Vice President, General Counsel

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

  
FIRM: Edge Industries, Inc.

12/15/88  
Date

BY: Richard A. Hungerford  
President

\_\_\_\_\_  
Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

Ferriot Inc.  
2685 Mogadore Road  
Akron, OH 44312

November 16, 1988

FIRM:

Date

BY:

*Don Ferriot*

President/CEO

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

General Electric Co.  
FIRM:

11/29/88  
Date

BY: R P Carran  
4477 E 49th St  
Cleveland OH 44125

Plant Manager  
Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

H. K. PORTER COMPANY, INC.

November 14, 1988

FIRM:

Date

BY:

  
Title: President

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

RESPONDENT FIRM: THE HARSHAW CHEMICAL COMPANY

NOVEMBER 18, 1988  
Date

BY:

David M. Wexler  
Title: DAVID M. WEXLER,  
VICE PRESIDENT

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

*D. G. Miller*  
FIRM: Johnson Rubber Co

11/18/88  
Date

BY:

*President*  
Title:



SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT  
SIGNATURE PAGE

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

KARMAN Rubben Co  
FIRM:

2/23/89  
Date

BY: [Signature]

Vice Pres.  
Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

FIRM: THE LAMSON & SESSIONS CO.

October 27, 1988

Date

BY: Alan L. Miller



Title: Vice President, Secretary  
& General Counsel

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

NEIL JONES AUTO PAINTING, INC.  
d.b.a. MAACO AUTO PAINTING

FIRM:

1-17-89  
Date

BY:

*Neil B Jones, Pres.*

PRESIDENT

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT  
SIGNATURE PAGE

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

MANSFIELD INDUSTRIES INC.  
FIRM:

4/6/89  
Date

BY:

JM Morrow, President

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

Matco Tools, Division of The Jacobs Mfg., Co.,

December 23, 1988

FIRM: (Matco Allied Equipment)

Date

BY:

*Gerald D. Northern*

Gerald D. Northern

President and C. E. O.

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

Monsanto Company

11-13-88

FIRM:

Date

BY:

*Jeff N. McSwiney* *AK*

Manager, Remedial Projects

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

MTD Products Inc  
FIRM:

11/7/88  
Date

BY:

J. V. McFerson  
Pres

Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

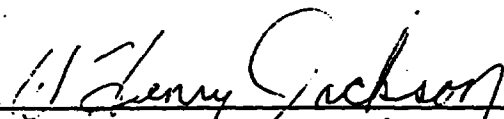
NORTON COMPANY

FIRM:

December 2, 1988

Date

BY: W. Henry Jackson  
Counsel/Assistant Secretary

  
Title: Counsel/Assistant Secretary



SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

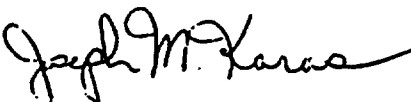
PPG INDUSTRIES, INC.

November 17, 1988

FIRM:

Date

BY:

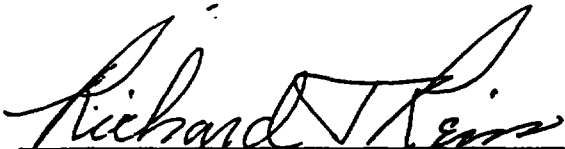


Joseph M. Karas

Title: Attorney

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

  
FIRM: The R.C.A. Rubber Company

Dec. 16, 1988  
Date

BY: Richard T. Reiss

President  
Title:

SUMMIT NATIONAL LIQUID SERVICES  
ADMINISTRATIVE ORDER ON CONSENT  
DE MINIMIS SETTLEMENT

The Undersigned Respondent hereby consents to the foregoing Consent Order In the Matter of Summit National Liquid Services, et al. and agrees to be bound by its terms. The Undersigned Respondent certifies that the information provided by it to the U.S. EPA or otherwise known to the U.S. EPA relating to the waste the Undersigned Respondent contributed to the Facility accurately and truthfully reflects that such waste is neither significantly more toxic nor significantly greater in volume than the amount shown in Appendix I, and that the Undersigned Officer has authority to bind the Undersigned Respondent to this Consent Order.

Saint Thomas Medical Center

FIRM:

12/19/88  
Date

BY:

*Gerald S. Cambron*

Gerald S. Cambron, President/CEO

Title: